

LAYCOE & BOGDON PC

WASHINGTON DIVORCE HANDBOOK

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Welcome

Thank you for considering Laycoe & Bogdon PC as your attorneys for your divorce. This handbook will explain the process of divorce, the issues that commonly arise in a divorce, what you can expect from us if you retain us to represent you, and what we will expect from you. We can serve you better when you understand the divorce process, can identify your goals, know what to expect from us, and know how we can work together throughout your divorce to achieve the best results possible.

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I. Our Philosophy

Divorce represents a time of transition. You may be initiating this process or you may be a reluctant participant. You may or may not understand how or why you reached this point in your marriage. Regardless, we will explain the divorce process to you and will help you identify your goals. We will effectively, efficiently, and zealously represent you. We want you to plan for your future with confidence even though your experience may be difficult.

II. What can you expect from LB?

You may have never hired an attorney before or you may have done so often. Regardless, we believe it is helpful to explain the services we will provide, our role, and how you can use this handbook as a guide to the divorce process.

A. The Services We Will Provide.

We will provide many services during a divorce:

We will gather information and documents from you, your spouse, and from third parties;

We will analyze information and documents and, when we need help, we will recommend and work with others, including accountants, appraisers, financial planners, psychologists, doctors, and others.

We will help you identify your interests and goals;

We will advise you about your rights and your options;

We will formulate a strategy to protect your interests and attain your goals;

We will communicate with you regarding all work taken on your behalf;

and

We will represent you at all court appearances in your divorce.

B. Our Roles.

We will operate as a team. The team includes the attorney, the paralegal and you. Each person has an equally vital role.

1. Your Role. Your participation is critical to the outcome of your divorce. You have information that we must rely upon. You can help by gathering information if you do not already have it. You must identify your goals and objectives. Throughout the process, you will need to weigh our advice and make decisions about short term and long term strategies to reach your goals. In doing so, you will need to weigh the financial cost, the emotional cost, and your personal values. If you actively work with us to prepare your case, you will understand your situation much better and will be more satisfied with the outcome.

2. Our Roles. Your attorney will analyze your circumstances, advise you regarding your options, help you formulate your strategy, supervise and complete the preparation of documents, and advocate for you in court. Your paralegal will gather information from you, prepare initial drafts of documents, communicate with you, your attorney, and others, and coordinate much of the work that we will perform for you.

C. Using the Workbook.

This section explains how we provide our services and how each of us - you, your attorney, and your paralegal - will work together. We will use this workbook as a guide to coordinate work and to keep you informed about your divorce.

1. Gathering Information. We must first gather information from you. Although this starts with your initial consultation, we have established a more formal process that we use in all but the most simple divorce. Your paralegal will provide you with a list of documents that you will need to provide us. **See Appendix A.** You should complete this homework promptly so we can obtain a comprehensive picture of your situation and decide how we can best represent you and protect your interests. Your paralegal can

answer many of your questions and will help you organize the information and documents as they become available.

During the divorce, we will obtain information and documents from your spouse and third parties. We will provide you copies of our requests to your spouse and others for information and documents and the responses we receive. We will compare the information and documents we receive with what you have provided. The information we receive from you will help us understand the information we receive from others and its importance to your case. This will be an ongoing process as we obtain a more thorough picture of all of the facts regarding your divorce.

2. Analyzing Information. The information we obtain may relate to property and debts, child support, spousal maintenance, and other issues. We will organize and analyze financial information in a variety of formats and for different purposes. For example, we will prepare a summary of your property and debts and use this to help you develop a proposal for dividing the property and debts. We may prepare a summary of your income so we can evaluate claims for child support, spousal maintenance or attorney fees. As we develop and analyze this information, we will provide you with copies of resulting documents.

3. Preparing Documents for Filing with the Court. We will need to file documents with the court both at the outset of the divorce and throughout the process. At each step in the process, we will prepare drafts of the documents and discuss with you in detail the decisions you need to make and our recommendations. We will provide you with copies of both the documents we file for you and those we receive from your spouse.

4. Court Appearances. Your attorney may make many court appearances. You must attend certain proceedings but need not attend others. We will inform you when you must appear and when you need not appear.

5. Your Handbook and Other Documentation. As you can see, this handbook not only provides information but will serve as a ready reference throughout the process. You should keep all correspondence and documents you receive from us in an organized manner. If we have not provided you with any documents, please remind us so your records will be complete.

D. About Your Legal Fees.

Everyone asks: what will my divorce cost? We can only answer the question generally. It depends: it depends on your goals and objectives, it depends upon how actively you participate in the development of your case, and it depends upon your spouse, your spouse's goals and objectives, and your spouse's attorney. We will give you our best estimate of the fees you may incur. We must warn you an estimate will depend on many factors and is not a guarantee.

As a rule, we do not offer extended financing for legal fees and you must pay for fees, costs and expenses when your bill becomes due. We will inform you what deposits or other arrangements we require to secure payment of fees. If you cannot agree to these arrangements and pay the initial fee deposit, we will not accept your case. If you do not make the required payments after we represent you, we will withdraw as your attorney. We cannot work, operate a business and effectively represent our clients if our clients do not pay their bills promptly. We have found that

clients who understand the cost of divorce are more realistic throughout the process and ultimately are more satisfied clients.

You should look at the cost of divorce much like you would look at purchasing a car. If you do not have the funds available, you need to consider whether you can borrow the funds from a relative or from a financial institution. While you will not have a shiny new car to show for your trouble, the consequences of the divorce often last much longer than any car you would buy. If you have children, we can assure you the cost of the divorce will be much smaller than the financial and emotional investment you will make in your children in the years to come. Sometimes, it helps to put the decision in other terms. Do you need or can you afford a "Cadillac" divorce or will a "Volkswagen" do? Will you be better off spending the money to pursue certain goals in the divorce or will you be better off limiting your goals and spending the money on a vacation?

We will discuss payment of fees at the beginning of the case and complete the arrangements with a written fee agreement. You will find our standard fee agreement at **Appendix B**. When you have signed a fee agreement, we will provide you with a copy.

III. What can you expect when you get divorced?

When you go to see a doctor about a serious medical problem, you expect the doctor to discuss the problem with you. You will not understand all of the medical terminology, some things may take a while to completely understand, and, to an extent, you may have to accept some of your doctor's advice on faith. Your divorce will be very much the same.

The following information will explain generally the process of divorce. Not all of this information will apply to you. Your case may also involve unique issues or procedures that we have not explained. Some of this information may not make sense now but may become more clear as time goes on. At times you may need to accept our opinions and advice based upon experience rather than fixed rules of law.

A. Divorce - The Procedure.

1. The Basics. A resident of the state of Washington or a member of the military stationed here may file a Petition for Dissolution of Marriage. The other spouse need not be a resident. The Petition must state that the marriage is irretrievably broken. The law does not require the existence of fault as grounds for divorce and the court will generally not consider fault as the basis for any decisions. The court cannot grant the Petition and enter a Decree of Dissolution until ninety days after the date the Petition is filed and served on the other party. If the parties agree on all terms of the divorce or if the other party does not respond after service of the Summons and Petition, the court will enter the Decree after ninety days has elapsed. Otherwise, the process will be longer. If you and your

spouse cannot agree on the terms of the divorce, a judge will conduct a trial and the process will usually take nine months to a year or more.

At the outset, there are several steps that you may want to take, if you have not already. You should contact any creditors with whom you have joint credit cards or installment charge accounts to limit further charges for which you may be responsible. You should identify and preserve any property if you have any concern about your spouse hiding or disposing of property. For example, you may want to move bank deposits to an account in your name alone and take pictures of personal property if you believe your spouse might spend the funds or hide or transfer the property. You may want us to review your will and other estate planning documents or, if you do not have a will, to prepare a will. Merely separating from your spouse or filing a petition for dissolution of marriage does not affect your will. You should make sure you have access to basic information concerning insurance, financial accounts, significant assets, expenses, debts and other aspects of your financial affairs. This list of issues that require your immediate attention is very basic. You should ask us if you have any specific questions.

2. Temporary Orders. If the parties to a divorce need ground rules while the divorce is pending, either party may file a motion with the court to ask for a temporary order. The court will decide many issues on an interim but not final basis, including care and support of the children, payment of spousal maintenance, possession of property, payment of debts, payment of attorney fees, and entry of restraining orders. The result at this hearing is often extremely important in deciding the outcome of your case.

Your initial decisions concerning your goals and objectives are extremely important. Often, the position you take early in the case and court's temporary order establishes a status quo or benchmark for later decisions. At trial, a judge may look at the temporary order and ask whether there is any good reason to deviate from its terms in the final decree.

3. Discovery of Information. Each party has the right to gather information informally and formally so your decisions and the court's rulings will be based on complete and accurate information. There are several formal procedures for gathering information. You can ask your spouse to answer written questions, known as interrogatories, to produce documents and other things, and to answer questions in person under oath at a deposition. You may issue subpoenas to third parties to take depositions of others or obtain documents.

4. Settlement Conference. After the expiration of 90 days from the date the petition is filed and served on the other party, either party may ask the court to set the case for trial. Before the court schedules the trial, you must attend a settlement conference before a judge or court commissioner to discuss how you and your spouse can reach agreement. The judge or court commissioner does not make any decisions and will not be the same person who will conduct the trial and rule on any issues in dispute if you and your spouse are unable to agree on all issues. If you cannot agree upon a settlement at the settlement conference, the court will set the trial date. The trial date will usually be two to three months after the settlement conference.

5. Trial. Any party may insist upon a trial of any disputed issues. At trial, the court will hear the testimony of the parties and other witnesses, will review and consider

any documents, and will rule upon all issues that remain in dispute. There are many points to keep in mind when considering whether to go to trial. Trials are expensive. A judge will get a snapshot of the situation and not a complete picture and will make a decision based upon this limited information. The judge will almost never make everyone happy and will often make no one happy. This experience frequently leads judges to tell the parties during a settlement conference that a bad settlement is better than a good trial.

B. Divorce - The Rules Governing Decisions.

This section will explain to you very generally the law upon which we will rely for our recommendations and upon which the court will base its decisions on any disputed issues.

1. Property and Debts. The court must divide all of the property and debts, both separate and community, fairly and equitably. Usually the court will divide community property and debts equally or relatively equally and will allow each party to keep his or her separate property. In all but the most simple case, this means determining the character and value of the property and debts and deciding who will receive the property or pay the debts.

The following table illustrates a hypothetical division of property and debts in a

divorce that provides for a completely equal division in which neither party is required to pay money to the other party.

HYPOTHETICAL DIVISION OF PROPERTY AND DEBTS

I. PROPERTY

ITEM	FMV	OWED	NET	TO H	TO W
Family home	150000	50000	100000		100000
Vacation cabin	50000	25000	25000	25000	
Mutual fund account	38000		38000	38000	
Checking account	3000		3000	850	2150
Other accounts	12000		12000	6000	6000
Retirement plan - H	48000		48000	48000	
Retirement plan - W	12000		12000		
Car - H	10000	7000	3000	3000	12000
Car - W	12000	9000	3000		3000
Coin collection	4500		4500	4500	
Guns	1200		1200	1200	
Wife's jewelry	2500		2500		2500
Furnishings				½	½
TOTALS:	343200	91000	252200	126550	125650

II. LIABILITIES

CREDITOR	MO PMT	BAL-SEP	TO H	TO W
Visa		800		800
Nordstrom		300		300
Family loan		2000	2000	
TOTALS:		3100	2000	1100

III. PROPOSED COMMUNITY PROPERTY DIVISION

Assets to Husband	126550	
Debts to Husband Less/plus	-2000	
Judgment Lien Total	0	
	124550	50%
Assets to Wife	125650	
Debts to Wife	-1100	
Less/plus Judgment Lien	0	
Total	124550	50%

We will use the same format when we identify property and debts and use this information to develop your proposal for distributing property and allocating responsibility for debt. We will periodically review our summary of property and debts as we receive new information. You need to understand there may be many disputes that would materially change the summary and we will help you understand what these disputes are and how the resolution of these disputes might affect the ultimate distribution of property and debts.

You can expect some disputes regarding property values, the community or separate character of property, and who should be awarded particular items of property.

Sometimes you can avoid these disputes by selling property or dividing the property equally. If you and your spouse cannot agree upon property values, you may agree to hire one expert to appraise the property. You can hire appraisers to value real and personal property, pensions, businesses, and other types of property. If you and your spouse cannot agree who should receive the property, the court will decide.

Disputes as to the community or separate character of property or debts can raise many legal and factual issues. Generally, community property is any property acquired during the marriage except by gift or inheritance and separate property is property acquired by a spouse before the marriage or after the marriage by gift or inheritance. However, these simple rules may be hard to apply at times. For example, over time, property may be bought, improved, and sold, payments made with funds of a different character than the obligation, and the proceeds of sale commingled with funds of a different character. The result may resemble a complicated accounting that traces the various transaction to determine the character of property and whether the marital community or either party in his or her separate capacity has unfairly benefited in any transaction.

We will consider not only your wishes but many other factors when we recommend a proposed division of property and debts.

- If children are involved, the parent who will have primary care of the children will usually be awarded the family home upon request.

- The division of property and debts is itself usually tax free but there may be tax consequences associated with particular assets that may need to be considered when formulating a proposal for dividing property.

- The cost of selling an asset may be considered if asset will be sold in the near future.

- Some assets have qualitative differences apart from the value, such as pension plans that may not be realized or enjoyed many years into the future.

- Creditors are not affected by the court orders. Consequently, your proposal for allocating responsibility for paying debts may need to consider the possibility that a creditor may expect you to pay a debt even if the court assigns responsibility for payment to your spouse.

At times, one party may need to pay the other some amount of money if a proposed division of property and debts is inequitable. The payment terms will depend upon several factors, including a party's ability to pay, now and in the future, from income, sale of assets, or borrowing. It is not uncommon for the court to delay payment for one or more years but to require payments with interest.

Ultimately, your proposal will need to consider and meet, to the extent reasonably possible, your personal goals and needs. If the decision is left up to the court, the court will attempt to fairly apportion the assets and debts considering the individual circumstances of the parties. The law does not require absolute equality and, in some cases, absolute equality would not be fair or equitable.

2. Children. Issues concerning children fall into two related but separate categories: how will you raise any children and how will you provide for their financial

support. In Washington, child support is independent from all other rights and obligations related to children.

a. **"How are we going to raise the children?"** In Washington, we no longer talk about a parent having "custody" of a child. Instead, in divorce, a parenting plan will describe where the children will reside, how the parents will make decisions concerning the children, how the parents will be involved in the children's lives, and how the parents will resolve disputes concerning the children. The finer points of a parenting plan may focus on the spirit of cooperation anticipated by the parties while raising a child or specific procedures or rights in cases where the parents are unable or unwilling to cooperate. You and your spouse will each propose a parenting plan that describes how you want to resolve these issues.

By statute, the court will establish a parenting plan based upon the best interests of a child. In reaching this decision, the court will examine how the parties allocated the day to day responsibility for raising the children during the marriage. This is important evidence of what the parents considered the best interests of the children. Consequently, historical information is extremely important and may be critical to the court's decision.

The judges of Clark County have established a residential schedule by local rule that provides an idea of what the judges consider the minimum residential schedule for the parent who does not have primary care of the children. This schedule follows a traditional pattern of alternate weekends, alternating major holidays, and extended visitation in summer and over school breaks. **See Appendix D.** However, often judges are willing to adopt more creative schedules that accommodate shared

parenting roles, different work schedules, geographical hurdles, and the like. Parents are encouraged to come up with their own schedules since the decisions involved will last many years. A judge will have, at most, a day or two of testimony at trial and perhaps some expert testimony upon which to base a decision but you and your children may have to live with this decision for many years.

In some cases, the court will order a study by Clark County Family Court. This study will assemble background information from each parent and assess parenting experiences, skills, and deficiencies. This study may include evaluations by psychologists or other experts for mental health, alcohol, drug abuse, or anger management problems. Ultimately, Family Court will issue a report and make recommendations to the court concerning the primary residence of the children and any restrictions that may be in the best interests of the children.

Family Court will evaluate the ability of each parent to care for the children in the future. If the court orders a Family Court study in your case, you should be honest, not attempt to blame the other parent or to use the situation as an opportunity to convince the service provider of your position, and be prepared to follow up if Family Court recommends any changes or actions at the conclusion of the study. The report can be critical to the outcome of the case because Family Court is independent of each party and therefore has no stake in the outcome. Family Court does not necessarily decide who will provide future care of the children but the court will look closely at the report.

Family Court provides expertise to the court, but the court does not always order a study. Even when the court does, you cannot be assured that the study will

reach the conclusion that supports your case or that the study will be adequate. You may need to hire your own expert to provide information to the court or to overcome a harmful Family Court report. We have found that expert testimony is critical to the success of a serious custody dispute. Different experts, including psychologists, social workers, counselors, educators and others, can provide this testimony. The impact of the testimony outweighs the cost of the services. It is far more expensive to obtain this impact from other witnesses. You can waste many dollars on legal fees if you do not have an expert witness in your corner.

The time you spend with your children while the divorce is pending will influence the court's decision concerning the terms of the parenting plan by establishing your commitment to and interest in your children. The court may consider this evidence at various times, including a hearing to enter a temporary parenting plan, at the conclusion of a Family Court study, or at trial.

b. "How do we share the cost of raising the children?" The cost of raising children includes not only child support, which is usually a monthly obligation paid by one parent to the other, but other financial obligations of raising a child of divorce, including payments for health insurance, uninsured health care expenses, day care expenses, and other extraordinary expenses. In Washington, the court can order payment of child support for any dependent child and even for dependent step-children. A child may be considered dependent even after the age of eighteen, which allows the court to order continued support for children who are in college or who otherwise remain dependent beyond the age of eighteen.

The court must use standards, instructions, tables and forms much like you use when you file your tax return when it establishes the amount of child support. These standards, instructions, tables and forms are included in **Appendix C**. While factual disputes, special circumstances, and pleas for some deviation from the calculated amount complicate the process, the calculations themselves are straightforward.

The court must presume that the child support calculations provide the proper amount of child support if the combined net income of you and your spouse is less than \$5,000. If the combined net income of you and your spouse is between \$5,000 and \$7,000, the calculations are advisory and set by the court pursuant to local rule. If the combined net income exceeds \$7,000, the court will expect a showing of need before it awards more than the advisory amount for a net income of \$7,000. The court's discretion to deviate from the calculated amount may rest on many factors, including extraordinary property or debts, the residential schedule of the children, and the existence of children by other relationships and related child support obligations.

The child support calculations take the cost of health insurance into account. Uninsured health care expenses, day care expenses, and other special extraordinary expenses are, for the most part, shared over and above the monthly child support payment. Each party will pay a share of uninsured expenses based upon the net incomes of the parties. The court will determine which parent will claim the children as dependents for tax purposes. Other tax consequences will follow from the court's decision, such as the filing status of the parties and the availability of the earned income and child and dependent care expense credits.

2. Spousal Maintenance. Spousal maintenance may be appropriate depending upon a variety of factors, including the age, work history, education, and health of the parties, the length of the marriage, and the amount and distribution of property and debts. The award may be temporary while the divorce is pending or for a definite or indefinite duration following the divorce.

Unlike child support, there are no hard and fast rules to apply to predict when or how much spousal maintenance the court may award. Most simply, spousal maintenance depends upon the need of one spouse and the ability of the other spouse to pay. Generally, spousal maintenance awards fall in three categories:

a. Transitional. The purpose of the award may help one spouse to make the transition out of the marriage. This process often involves costs, such as moving costs or the costs involved in setting up a household, and a period of financial adjustment, such as the period necessary to find work or the period necessary to scaling down from two household incomes to one. A temporary award of maintenance often contemplates meeting these kinds of needs. Once the transition is complete, the maintenance stops.

b. Rehabilitative. Maintenance may serve the function of providing one spouse with rehabilitation so the spouse can recover from the effects of being in the marriage and out of the work force. This is the theory that underlies a request to support a spouse during a period of education or training so the spouse can obtain employment skills to lessen the impact of divorce.

c. Compensatory. Maintenance may also serve as compensation, much as damages for breach of contract. This form of maintenance is rare and applies most

often only in an extremely long term marriage when the disadvantaged spouse has little or no prospect of self-support or the amount of support would be extremely disproportionate to the amount of support that the other spouse will earn. If appropriate, the maintenance would be long term, if not lifetime, and might equalize the long term economic prospects of the parties.

In a case in which a spouse requests substantial maintenance, each party will develop and present evidence concerning the earnings capacity, needs and financial obligations of each party. Evidence from financial accounts, charge cards, and the like will show the standard of living during the marriage. Experts can evaluate vocational prospects or medical issues affecting employability or compare financial prospects based upon earning capacities and proposals concerning property, debts and maintenance.

3. Restraining Orders. Restraining orders are often necessary at the outset of a divorce. The court will grant requests for restraining orders for various reasons although it will usually enter the same restraining orders against both parties.

Restraining orders can protect against harassment and interference in day to day activities, destruction of property, cancellation of insurance policies, and harmful behavior directed toward children. If a party disobeys a restraining order, the other party may file a motion to have the disobedient party held in contempt and to have terms imposed which will prevent or alleviate any harm caused by the disobedience.

4. Attorney Fees. The court can award attorney fees based upon the need of one spouse and ability of the other spouse to pay. In addition, the court can award attorney fees if one spouse makes the process exceptionally difficult and needlessly

increases the legal fees of the other party. As a practical matter, the courts do not usually award attorney fees. If you feel strongly that your spouse should pay your attorney fees, we will make the request but we will expect you to arrange to pay your fees. We cannot rely on the prospect of a successful attorney fee claim as the basis for representing you.

IV. What do we expect from you?

We do have certain expectations of our clients. Since we function as a team, we believe you need to know these expectations so we can work effectively together. We expect you to work diligently to provide all of the information and documents we need. We expect you to review all of the documents we prepare and to let us know if there is anything you do not understand or if there is anything that does not express accurately either the facts or your goals. We expect you to make informed decisions about what you want us to accomplish on your behalf. We expect you to meet the financial obligations to which you have agreed in the fee agreement. Finally, we expect you to let us know if we have provided services that met your expectations. When your divorce is final, we want you to look positively on your decision to choose us to represent you and to return to our firm for all of your future needs for legal services.

V. Appendices

- A. Client Document List
- B. Fee Agreement
- C. Child Support Schedule
- D. Parenting Plan Information - Local Rule

Appendix A. Client Document List

Following is our *Client Document List*. Your paralegal will go over this list with and mark the documents that apply to both you and your spouse. We may ask you to provide other documents later.

I. Assets

- A. _____ Real property
- a) _____ Deed, Real Estate Contract, Note and Deed of Trust, Mortgage
 - b) _____ Settlement statement from closing
 - c) _____ Statement of current loan balance
 - d) _____ Assessor's statement of current value
 - e) _____ Appraisal
 - f) _____ Refinancing documents
- B. _____ Financial accounts
- a) _____ Monthly statements for past year
 - b) _____ Check register and other records of account activity
- C. _____ Investments
- a) _____ Account statements for past year
 - _____ Life insurance policies, annuities
 - b) _____ Policies
 - c) _____ Statements of value and cost
- D. _____ Pensions and Other Qualified Plans (401(k), IRAs, etc.)
- a) _____ Annual statements
 - b) _____ Summary plan description
- E. _____ Business interests
- a) _____ Articles of incorporation, by-laws
 - b) _____ Partnership agreement
 - c) _____ Buy-sell agreement
 - d) _____ Corporate, partnership, or individual partner's tax return for past three years
 - e) _____ Financial statements, including balance sheet and income statements for past three years
- F. _____ Vehicles
- a) _____ Certificates of title
 - b) _____ Statement showing loan balance
- G. _____ Casualty insurance application
- a) _____ Schedule of assets
- H. _____ Debts owed to you
- a) _____ Notes, contracts and other proof of debt and current balance
- I. _____ Claims against third parties

- a) _____ Correspondence or other legal documents regarding any claims you have against third parties

II. _____ **Income/Benefits from Employment**

- A. _____ Wage stubs for current year or last six months, whichever is less
- B. _____ Tax returns, W-2s and supporting documents for three years
- C. _____ Summary plan descriptions for any employment benefit plan, including retirement, savings, health and welfare plans, and other fringe benefits
- D. _____ Documents re other sources of income from unemployment, disability, etc.

III. _____ **Debts/Liabilities**

- A. _____ Charge card, installment account statements for last six months
- B. _____ Promissory notes, other loan documents and current statement
- C. _____ Documents regarding any pending lawsuits/claims
- D. _____ Documents re other community or separate debts or liabilities

IV. _____ **Expenses/Budget**

- A. _____ Check registers for last year
- B. _____ Monthly charge account statements
- C. _____ Proof of the amount and reason for any recurring extraordinary expense, including medical bills

V. _____ **Other**

- A. _____ Will, community property agreement, trust
- B. _____ Documents concerning any item of property or any debt the character of which (community or separate property or debt) which may be in dispute
- C. _____ Prior divorce or domestic violence petitions and related documents
- D. _____ Prior bankruptcy filing within last five years
- E. _____ Financial statements and loan applications for last three years
- F. _____ Medical records for any condition relevant to the divorce
_____ Documents showing any major gifts or inheritance received during marriage

Appendix B. Fee Agreement



Following is a copy of our standard fee agreement. Please inquire with our firm for the current hourly rates of our attorneys and staff.

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (hereinafter “the agreement”) is between the undersigned client (hereinafter “Client”) and Laycoe & Bogdon PC (hereinafter “Attorney”).

1. Relationship. Attorney agrees to represent Client in his or her legal matter relating to _____. Client expressly authorizes Attorney to take any action which he or she believes to be proper on Client's behalf. Client understands and agrees that Attorney will take no action that is illegal, unlawful, unethical or contrary to public policy.

a. Scope and Authority of Relationship. Attorney shall abide by Client's decisions concerning the Client's objectives of representation and shall consult with Client as to the means by which they are to be pursued. However, Attorney has the final authority to determine the means by which the objectives are to be pursued. If Client disagrees with Attorney's decisions regarding the means, Client shall discuss any and all such concerns with Attorney. Client has the right at any time to terminate the attorney-client relationship and obtain the services of another attorney in this matter. Attorney shall abide by Client's decision whether to accept an offer of settlement of a matter except as permitted by ethical rules.

b. Termination. Attorney shall have the right at any time to terminate the attorney-client relationship with reasonable notice to Client. Attorney's representation shall be limited to, and will cease upon the conclusion of, this legal matter unless extended by mutual agreement, which may be written or oral, and which shall be governed by this Agreement unless and until a new written agreement is signed by both Client and Attorney. Attorney may regard any default or breach of this agreement by Client as a constructive dismissal and terminate the attorney-client relationship.

2. Fees and Costs. Client agrees to pay all fees earned and expenses incurred by Attorney on Client's behalf. Fees will be based on the time it takes to perform the services, the skill required, the difficulty of the issues and fees customarily charged for similar legal services in our locality.

a. Fee Deposit. Attorney's representation of Client does not begin until Attorney has received Client's signed agreement and a fee deposit for advanced payments and fees. The fee deposit for this matter will be \$_____. The fee deposit will be held in a trust account for Client and applied to fees and costs incurred after they are billed. The fee deposit must be replenished each month by Client. The minimum fee deposit balance shall be determined from time to time by Attorney. If Client's case has not settled six weeks before trial, Client promises to pay an additional fee deposit to Attorney at that time in the amount as determined by Attorney. At the conclusion of representation, any advanced payments remaining in the Trust Account will be refunded to Client.

b. Billing Process. At reasonable intervals, Attorney will send Client statements indicating fees earned, expenses incurred, and any other charges. Charges documented by time-slips, receipts, or other evidence shall be presumed correct. Client must object, by a signed writing delivered to Attorney, to any charge within one week of statement receipt. If Client fails to do so, charges are agreed and Client waives all further rights to dispute them. Payment is due from Client upon receipt of the statement. Statements may be delivered by any reasonable means to Client or to any of last-known address, and, if mailed, shall be presumed received three days after the date sent, excluding Sundays and postal holidays. Interest will be charged on amounts over 30 days past due at a rate of 1 ½ percent per month. If payment in full is not received within sixty days of statement receipt, or if Attorney reasonably feels insecure regarding Client's ability or willingness to make promised payments, Attorney may increase the minimum balance which Client is required to maintain in the trust account.

c. Specific Fees and Costs. Client promises to pay Attorney for all professional time used on his behalf, including (but not limited to) office meetings, telephone calls, electronic mails, legal research, reading or writing documents, depositions, court appearances, travel time, waiting time, and intra-firm consultations. All fees incurred shall be billed at not less than two-tenths of an hour.

(1) *Administrative Fee*. There is a \$_____ **fee** for file opening and closing fee which will be billed on the first statement. This shall include opening the physical file, copying and organizing any documentation or data, returning original documentation or data to client and closing the physical file. This does not include the preparation of any court pleadings or correspondence.

(2) *Assignment of Work*. This is not a "personal services" contract. Attorney at his or her discretion may assign work on Client's behalf within the law firm or to outside contractors such as appraisers, evaluators or other professionals. Client consents to such assignment. In marital dissolution or legal separation cases it may be necessary to prepare and enter a Qualified Domestic Relations Order (QDRO) to divide one or more retirement plans in a marital dissolution matter. Depending upon the particular type of retirement account, we may refer you to an attorney who specializes in preparing QDROs and you will be responsible for the cost of such preparation.

(3) *Other*. Client agrees to pay all of Attorney's expenses incurred on Client's behalf including, but not limited, to court fees, courier and/or messenger and service of process costs, long distance phone charges, fax costs, travel expenses, copying costs, expert witness fees, costs of depositions and transcripts, costs for legal research and document drafting, and all other expenses incurred on Client's behalf. Client agrees that Attorney does not promise to advance any expenses on Client's behalf and accepts full responsibility for any consequences if he or she fails to maintain adequate funds in the trust account to pay such expenses.

(4) *Increase*. After execution of this agreement, fees will not increase without 30 days prior written notice to Client.

d. Nonpayment. In the event that Client does not replenish the required fee deposit or pays his or her bill within 30 days of its date, Attorney has the right to cease providing legal services and to withdraw from representation including withdrawal from representing Client in a pending court matter. In addition, Client grants Attorney a lien on any and all causes of action proceeds, judgments and other assets of Client in Attorney's possession for unpaid sums due for fees, costs and disbursements.

e. Fee Disputes. Any dispute that Client has with regard to Attorney's fees which cannot be resolved by Client and Attorney shall be submitted to fee arbitration under the Washington State Bar Association fee arbitration procedures.

3. Client Responsibilities. Client promises to keep appointments and required court appearances. Client will supply Attorney with correct and complete information, including his current residential, mailing, and work addresses, all his telephone numbers, and his preferred e-mail address, and with all legal documents and other information about his case. Client shall communicate his contact information to Attorney, shall be responsible for advising Attorney in writing of any changes in this information, and shall bear full responsibility for any failure to up-date his contact information. Client promises to cooperate completely with Attorney and assist in Attorney's representation of him or her. Client acknowledges that the policy and practice of the law firm is to not hold or store original documents or things for clients. Client agrees to cooperate fully to ensure that any original documents or things delivered to the Attorney are promptly claimed. Client agrees to cooperate and remain available while any original documents are copied so that the original documents may be returned to the client.

4. Withdrawal and Discharge. Client may discharge Attorney at any time, and Attorney may withdraw from Client's representation upon reasonable notice or if Client is in default of the terms of this agreement. **Client is advised that the Attorney will not accept representation or continue representation if a particular attorney represents the adverse party. Attorney will, upon request, provide additional information to identify the particular attorney and explain the Attorney's reasons for this firm policy.** If Attorney withdraws or is discharged, he or she will make reasonable efforts to cooperate in the substitution of new counsel, but shall retain his lien on Client's property until the bill is paid in full. Client agrees that the documents maintained as the client file, other than original documents, are owned by and constitute property of the firm. In the event the Client desires to obtain a copy of the file, the Client agrees to pay reasonable photocopy charges and to request a copy of the file within two months after the conclusion of representation, as evidenced by the effective date of Attorney's withdrawal from any pending case or as evidenced by the date of a letter notifying client of the conclusion of representation. If Client fails to request a copy of the file within two months after the conclusion of representation, Client waives any objection to the destruction of the file and the Client consents to the destruction of any unclaimed original documents.

5. Litigation Risks. Client agrees to and acknowledges his or her understanding

of the following:

a. Attorney can not, has not, and will not guarantee any specific outcome to Client's case.

b. Some cases settle quickly, while others may last for years.

c. Fees and costs for some cases can be modest while other cases can be much more expensive.

d. Fees and costs depend in part on litigation choices made by party opponents. Consequently, fees and costs are not exclusively under any one party's control, nor can they be forecast with complete accuracy.

e. In some cases, where the work required is fairly predictable, an estimate of the total fee can be made. However, this is merely an estimate and should not be regarded as a flat fee by the client. Factors which may increase or decrease the total fee include the time it takes to obtain any necessary information or documents from the client or third parties, lack of cooperation or response from other parties, issues presented or raised after the estimate is given, unanticipated occurrences, changes in the agreement or language requested in any documents being prepared, continuances of and/or delays related to hearings, trials or other court matters. In many matters, it is simply impossible to estimate fees with any degree of reasonable certainty.

f. Some clients are very pleased with the outcomes of their cases, but others can be very disappointed. Judges in civil law cases have very broad discretion and it is never possible to predict the outcome of a case.

6. Agreement. Client and Attorney have read this agreement, understand it, and agree that they are bound by it. Client and Attorney further acknowledge that this agreement memorializes the entire understanding between Client and Attorney and that there are no other oral or written agreements. This agreement is not subject to modification except by an express writing, signed by Client and Attorney. However, if Attorney notifies Client of a change in the terms of his or her representation and Client continues to accept Attorney's services, Client's conduct shall be deemed consent to the new terms.

7. Privacy policy. Attorney collects personal information about Client, from Client and others, necessary to provide legal services to Client. Attorney does not disclose any personal information about Client to any third party except as authorized by Client or by law. Attorney does not sell any personal information about Client to anyone or provide any personal information about Client to any marketing companies. Attorney safeguards all personal information about Client in compliance with federal and other law and as required by Washington State Bar Association ethics rules.

8. Other Terms and Acknowledgments. Client and Attorney agree and acknowledge the following additional terms:

(a) Client acknowledges that he/she has been given the opportunity to review this Agreement for Legal Services.

(b) Client agrees that he/she has read this agreement and was advised to seek independent legal advice before entering into this Agreement.

(c) Client agrees that he/she either obtained independent legal advice before entering into this Agreement or chose not to do so.

(d) Client acknowledges that the Attorney does not represent Client for purposes of advice concerning this Fee Agreement.

(e) Attorney practices law only within the States of Washington and Oregon. Communications sent to or received from clients or others in other states or nations do not constitute the practice of law outside the State of Washington or the State of Oregon.

(f) This Agreement is made under Washington law and is deemed severable. In the event that one term is determined not enforceable by a court, the enforceability of any other term shall not be impaired.

(g) Client and Attorney agree that venue for any action arising under this agreement, other than collection, shall be proper only in the Superior Court of Washington for Clark County. Client waives objection to venue in these or any other court of competent jurisdiction for any matter arising under this agreement, including collection.

(h) Client acknowledges receipt of a copy of this agreement.

9. Client's contact information.

Full name: _____

Mailing address: _____

All of Client's telephone numbers (including work, home, message, fax, cellular, and pager):

Client's Preferred e-mail address:

10. Signatures.

(a) Client.

Client's signature: _____

Name (print): _____

Place signed: _____

Date signed: _____

(b) Attorney.

Attorney's signature: _____
For Laycoe & Bogdon PC.

Date signed: _____

Appendix C. Child Support Schedule

The most recent Washington State Child Support Schedule follows this page. The State of Washington Office of the Administrator of the Courts publishes these documents. In any proceeding in which children are involved, each parent must each complete a Child Support Worksheet. Completing a Child Support Worksheet is very much like preparing a tax return. The Washington State Child Support Schedule contains Instructions for completing the Worksheet, Definitions and Standards to explain how child support is set, and the Economic Table, which is much like a tax table used to decide the basic support obligation based upon the parents' incomes and number and ages of the children.

WASHINGTON STATE CHILD SUPPORT SCHEDULE

Including:

- Definitions and Standards
- Instructions
- Economic Table
- Worksheets

Effective Dates:

Definitions & Standards	June 12, 2008
Instructions	June 12, 2008
Economic Table	September 1, 2000
Worksheets	June 12, 2008
Worksheets – RDP	June 12, 2008



**WASHINGTON
COURTS**
ADMINISTRATIVE OFFICE OF THE COURTS

Order forms--voice mail telephone number **(360) 705-5328**
Internet--download forms: <http://www.courts.wa.gov/>
Questions about the Instructions or Worksheets? Contact: Merrie Gough
Tel. (360) 357-2128 Fax (360) 357-2127
E-mail merrie.gough@courts.wa.gov or webmaster@courts.wa.gov

Child Support Hotline, State DSHS, 1 (800) 442-KIDS

WASHINGTON STATE CHILD SUPPORT SCHEDULE DEFINITIONS AND STANDARDS

DEFINITIONS

Unless the context clearly requires otherwise, these definitions apply to the standards following this section.

Basic child support obligation: means the monthly child support obligation determined from the economic table based on the parties' combined monthly net income and the number of children for whom support is owed.

Child support schedule: means the standards, economic table, worksheets and instructions, as defined in chapter 26.19 RCW.

Court: means a superior court judge, court commissioner and presiding and reviewing officers who administratively determine or enforce child support orders.

Deviation: means a child support amount that differs from the standard calculation.

Economic table: means the child support table for the basic support obligation provided in RCW 26.19.020.

Instructions: means the instructions developed by the Office of the Administrator for the Courts pursuant to RCW 26.19.050 for use in completing the worksheets.

Standards: means the standards for determination of child support as provided in chapter 26.19 RCW.

Standard calculation: means the presumptive amount of child support owed as determined from the child support schedule before the court considers any reasons for deviation.

Support transfer payment: means the amount of money the court orders one parent to pay to another parent or custodian for child support after determination of the standard calculation and deviations. If certain expenses or credits are expected to fluctuate and the order states a formula or percentage to determine the additional amount or credit on an ongoing basis, the term "support transfer payment" does not mean the additional amount or credit.

Worksheets: means the forms developed by the Office of the Administrator for the Courts pursuant to RCW 26.19.050 for use in determining the amount of child support.

determined for minors, to adult children who are dependent on their parents and for whom support is ordered pursuant to RCW 26.09.100.

The provisions of RCW 26.19 for determining child support and reasons for deviation from the standard calculation shall be applied in the same manner by the court, presiding officers and reviewing officers.

- Written findings of fact supported by the evidence: An order for child support shall be supported by written findings of fact upon which the support determination is based and shall include reasons for any deviation from the standard calculation and reasons for denial of a party's request for deviation from the standard calculation. RCW 26.19.035(2).
- Completion of worksheets: Worksheets in the form developed by the Office of the Administrator for the Courts shall be completed under penalty of perjury and filed in every proceeding in which child support is determined. The court shall not accept incomplete worksheets or worksheets that vary from the worksheets developed by the Office of the Administrator for the Courts.
- Court review of the worksheets and order: The court shall review the worksheets and the order setting child support for the adequacy of the reasons set forth for any deviation or denial of any request for deviation and for the adequacy of the amount of support ordered. Each order shall state the amount of child support calculated using the standard calculation and the amount of child support actually ordered. Worksheets shall be attached to the decree or order or if filed separately, shall be initialed or signed by the judge and filed with the order.

INCOME STANDARDS

- Consideration of all income: All income and resources of each parent's household shall be disclosed and considered by the court when the court determines the child support obligation of each parent. Only the income of the parents of the children whose support is at issue shall be calculated for purposes of calculating the basic

APPLICATION STANDARDS

1. Application of the support schedule: The child support schedule shall be applied:
 - a. in each county of the state;
 - b. in judicial and administrative proceedings under titles 13, 26 and 74 RCW;
 - c. in all proceedings in which child support is determined or modified;
 - d. in setting temporary and permanent support;
 - e. in automatic modification provisions or decrees entered pursuant to RCW 26.09.100; and
 - f. in addition to proceedings in which child support is
2. Verification of income: Tax returns for the preceding two years and current paystubs shall be provided to verify income and deductions. Other sufficient verification shall be required for income and deductions which do not appear on tax returns or paystubs.
3. Income sources included in gross monthly income: Monthly gross income shall include income from any source, including: salaries; wages; commissions; deferred compensation; overtime; contract-related benefits; income from second jobs; dividends; interest; trust income; severance pay; annuities; capital gains; pension retirement benefits; workers' compensation; unemployment benefits; maintenance actually received; bonuses; social security benefits and disability insurance benefits.

Veterans' disability pensions: Veterans' disability pensions or regular compensation for disability incurred in or aggravated by service in the United States armed forces paid by the Veterans' Administration shall be disclosed to the court. The court may consider either type of compensation as disposable income for purposes of calculating the child support obligation.

4. Income sources excluded from gross monthly income: The following income and resources shall be disclosed but shall not be included in gross income: income of a new spouse or domestic partner or income of other adults in the household; child support received from other relationships; gifts and prizes; temporary assistance for needy families; Supplemental Security Income; general assistance and food stamps. Receipt of income and resources from temporary assistance for needy families, Supplemental Security Income, general assistance and food stamps shall not be a reason to deviate from the standard calculation.

VA aid and attendant care: Aid and attendant care payments to prevent hospitalization paid by the Veterans Administration solely to provide physical home care for a disabled veteran, and special compensation paid under 38 U.S.C. Sec. 314(k) through (r) to provide either special care or special aids, or both to assist with routine daily functions shall be disclosed. The court may not include either aid or attendant care or special medical compensation payments in gross income for purposes of calculating the child support obligation or for purposes of deviating from the standard calculation.

Other aid and attendant care: Payments from any source, other than veterans' aid and attendance allowance or special medical compensation paid under 38 U.S.C. Sec. 314(k) through (r) for services provided by an attendant in case of a disability when the disability necessitates the hiring of the services or an attendant shall be disclosed but shall not be included in gross income and shall not be a reason to deviate from the standard calculation.

5. Determination of net income: The following expenses shall be disclosed and deducted from gross monthly income to calculate net monthly income: federal and state income taxes (see the following paragraph); federal insurance

6. Imputation of income: The court shall impute income to a parent when the parent is voluntarily unemployed or voluntarily underemployed. The court shall determine whether the parent is voluntarily underemployed or voluntarily unemployed based upon that parent's work history, education, health and age or any other relevant factors. A court shall not impute income to a parent who is gainfully employed on a full-time basis, unless the court finds that the parent is voluntarily underemployed and finds that the parent is purposely underemployed to reduce the parent's child support obligation. Income shall not be imputed for an unemployable parent. Income shall not be imputed to a parent to the extent the parent is unemployed or significantly underemployed due to the parent's efforts to comply with court-ordered reunification efforts under chapter 13.34 RCW or under a voluntary placement agreement with an agency supervising the child. In the absence of information to the contrary, a parent's imputed income shall be based on the median income of year-round full-time workers as derived from the United States Bureau of Census, current population reports, or such replacement report as published by the Bureau of Census. (See "Approximate Median Net Monthly Income" chart on page 5.)

ALLOCATION STANDARDS

1. Basic child support: The basic child support obligation derived from the economic table shall be allocated between the parents based on each parent's share of the combined monthly net income.
2. Health care expenses: Ordinary health care expenses are included in the economic table. Monthly health care expenses that exceed 5 percent of the basic support obligation shall be considered extraordinary health care expenses. Extraordinary health care expenses shall be shared by the parents in the same proportion as the basic support obligation.
3. Day care and special child rearing expenses: Day care and special child rearing expenses, such as tuition and long distance transportation costs to and from the parents for visitation purposes, are not included in the economic table. These expenses shall be shared by the parents in the same proportion as the basic child support obligation. RCW 26.19.080

contributions act deductions (FICA); mandatory pension plan payments; mandatory union or professional dues; state industrial insurance premiums; court-ordered maintenance to the extent actually paid; up to two thousand dollars per year in voluntary pension payments actually made if the contributions were made for the two tax years preceding the earlier of the tax year in which the parties separated with intent to live separate and apart or the tax year in which the parties filed for dissolution; and normal business expenses and self-employment taxes for self-employed persons. Justification shall be required for any business expense deduction about which there is a disagreement. Items deducted from gross income shall not be a reason to deviate from the standard calculation.

Allocation of tax exemptions: The parties may agree which parent is entitled to claim the child or children as dependents for federal income tax exemptions. The court may award the exemption or exemptions and order a party to sign the federal income tax dependency exemption waiver. The court may divide the exemptions between the parties, alternate the exemptions between the parties or both.

4. The court may exercise its discretion to determine the necessity for and the reasonableness of all amounts ordered in excess of the basic child support obligation.

LIMITATIONS STANDARDS

1. Limit at 45 percent of a parent's net income: Neither parent's total child support obligation may exceed 45 percent of net income except for good cause shown. Good cause includes but is not limited to possession of substantial wealth, children with day care expenses, special medical need, educational need, psychological need and larger families.
2. Income below six hundred dollars: When combined monthly net income is less than six hundred dollars, a support order of not less than twenty-five dollars per child per month shall be entered for each parent unless the obligor parent establishes that it would be unjust or inappropriate to do so in that particular case. The decision whether there is a sufficient basis to go below the

presumptive minimum payment must take into consideration the best interests of the child and circumstances of each parent. Such circumstances can include comparative hardship to the affected households, assets or liabilities, and earning capacity.

Basic subsistence limitation: A parent's support obligation shall not reduce his or her net income below the need standard for one person established pursuant to RCW 74.04.770, except for the presumptive minimum payment of twenty-five dollars per child per month or in cases where the court finds reasons for deviation. This section shall not be construed to require monthly substantiation of income. (See the Need Standard for Cash Assistance, for one person (Assistance Unit Size of 1) at <http://apps.leg.wa.gov/WAC/default.aspx?cite=388-478-0015>, or locate WAC 388-478-0015 at <http://apps.leg.wa.gov/wac/>.)

3. Income above five thousand and seven thousand dollars: In general setting support under this paragraph does not constitute a deviation. The economic table is presumptive for combined monthly net incomes up to and including five thousand dollars. When combined monthly net income exceeds five thousand dollars, support shall not be set at an amount lower than the presumptive amount of support set for combined monthly net incomes of five thousand dollars unless the court finds a reason to deviate below that amount. The economic table is advisory but not presumptive for combined monthly net income that exceeds five thousand dollars. When combined monthly net income exceeds seven thousand dollars, the court may set support at an advisory amount of support set for combined monthly net incomes between five thousand and seven thousand dollars or the court may exceed the advisory amount of support for combined monthly net income of seven thousand dollars upon written findings of fact.

DEVIATION STANDARDS

1. Reasons for deviation from the standard calculation include but are not limited to the following:
 - a. Sources of income and tax planning: The court may deviate from the standard calculation after consideration of the following:

- b. Nonrecurring income: The court may deviate from the standard calculation based on a finding that a particular source of income included in the calculation of the basic support obligation is not a recurring source of income. Depending on the circumstances, nonrecurring income may include overtime, contract-related benefits, bonuses or income from second jobs. Deviations for nonrecurring income shall be based on a review of the nonrecurring income received in the previous two calendar years.

- c. Debt and high expenses: The court may deviate from the standard calculation after consideration of the following expenses:
 - i. Extraordinary debt not voluntarily incurred;
 - ii. A significant disparity in the living costs of the parents due to conditions beyond their control;
 - iii. Special needs of disabled children; or
 - iv. Special medical, educational or psychological needs of the children.
 - v. Costs anticipated to be incurred by the parents in compliance with court-ordered reunification efforts under chapter 13.34 RCW or under a voluntary placement agreement with an agency supervising the child.

- d. Residential schedule: The court may deviate from the standard calculation if the child spends a significant amount of time with the parent who is obligated to make a support transfer payment. The court may not deviate on that basis if the deviation will result in insufficient funds in the household receiving the support to meet the basic needs of the child or if the child is receiving temporary assistance for needy families. When determining the amount of the deviation, the court shall consider evidence concerning the increased expenses to a parent making support transfer payments resulting from the significant amount of time spent with that parent and shall consider the decreased expenses, if any, to the party receiving the support resulting from the significant amount of time the child spends with the parent making the support transfer payment.

- i. Income of a new spouse or new domestic partner if the parent who is married to the new spouse or the parent who is in a domestic partnership with the new domestic partner is asking for a deviation based on any other reason. Income of a new spouse or domestic partner is not, by itself, a sufficient reason for deviation;
 - ii. Income of other adults in the household if the parent who is living with the other adult is asking for a deviation based on any other reason. Income of the other adults in the household is not, by itself, a sufficient reason for deviation;
 - iii. Child support actually received from other relationships;
 - iv. Gifts;
 - v. Prizes;
 - vi. Possession of wealth, including but not limited to savings, investments, real estate holdings and business interests, vehicles, boats, pensions, bank accounts, insurance plans or other assets;
 - vii. Extraordinary income of a child; or
 - viii. Tax planning considerations. A deviation for tax planning may be granted only if the child would not receive a lesser economic benefit due to the tax planning.
- e. Children from other relationships: The court may deviate from the standard calculation when either or both of the parents before the court have children from other relationships to whom the parent owes a duty of support.
 - i. The child support schedule shall be applied to the parents and children of the family before the court to determine the presumptive amount of support.
 - ii. Children from other relationships shall not be counted in the number of children for purposes of determining the basic support obligation and the standard calculation.
 - iii. When considering a deviation from the standard calculation for children from other relationships, the court may consider only other children to whom the parent owes a duty of support. The court may consider court-ordered payments of child support for children from other relationships only to the extent that the support is actually paid.

- iv. When the court has determined that either or both parents have children from other relationships, deviations under this section shall be based on consideration of the total circumstances of both households. All child support obligations paid, received and owed for all children shall be disclosed and considered.
2. All income and resources of the parties before the court, new spouses or domestic partners, and other adults in the household shall be disclosed and considered as provided. The presumptive amount of support shall be determined according to the child support schedule. Unless specific reasons for deviation are set forth in the written findings of fact and are supported by the evidence, the court shall order each parent to pay the amount of support determined by using the standard calculation.
 3. The court shall enter findings that specify reasons for any deviation or any denial of a party's request for any deviation from the standard calculation made by the court. The court shall not consider reasons for deviation until the court determines the standard calculation for each parent.
 4. When reasons exist for deviation, the court shall exercise discretion in considering the extent to which the factors would affect the support obligation.
 5. Agreement of the parties is not by itself adequate reason for any deviations from the standard calculations.

discretion when determining whether and for how long to award post-secondary educational support based upon consideration of factors that include but are not limited to the following: age of the child; the child's needs; the expectations of the parties for their children when the parents were together; the child's prospects, desires, aptitudes, abilities or disabilities; the nature of the post-secondary education sought and the parent's level of education, standard of living and current and future resources. Also to be considered are the amount and type of support that the child would have been afforded if the parents had stayed together.

3. The child must enroll in an accredited academic or vocational school, must be actively pursuing a course of study commensurate with the child's vocational goals and must be in good academic standing as defined by the institution. The court-ordered post-secondary educational support shall be automatically suspended during the period or periods the child fails to comply with these conditions.
4. The child shall also make available all academic records and grades to both parents as a condition of receiving post-secondary educational support. Each parent shall have full and equal access to the post-secondary education records as provided by statute (RCW 26.09.225).
5. The court shall not order the payment of post-secondary educational expenses beyond the child's twenty-third birthday, except for exceptional circumstances, such as mental, physical or emotional disabilities.
6. The court shall direct that either or both parents' payments for post-secondary educational expenses are made directly to the educational institution if feasible. If direct payments are not feasible, then the court in its discretion may order that either or both parents' payments are made directly to the child if the child does not reside with either parent. If the child resides with one of the parents, the court may direct that the parent making the support transfer payments make the payments to the child or to the parent who has been receiving the support transfer payments.

POST-SECONDARY EDUCATION STANDARDS

1. The child support schedule shall be advisory and not mandatory for post-secondary educational support.
2. When considering whether to order support for post-secondary educational expenses, the court shall determine whether the child is in fact dependent and is relying upon the parents for the reasonable necessities of life. The court shall exercise its

WASHINGTON STATE CHILD SUPPORT SCHEDULE
INSTRUCTIONS FOR WORKSHEETS

Child Support Order Summary Report:

Fill out the Child Support Order Summary Report only if you are also submitting a temporary or a final child support order to be signed by a judge, commissioner or administrative law judge.

Worksheets:

Fill in the names and ages of only those children whose support is at issue.

PART I: BASIC CHILD SUPPORT OBLIGATION

Pursuant to INCOME STANDARD #1: Consideration of all income, "only the income of the parents of the children whose support is at issue shall be calculated for purposes of calculating the basic support obligation." (See page 1.)

Pursuant to INCOME STANDARD #2: Verification of income, "tax returns for the preceding two years and current paystubs are required for income verification purposes. Other sufficient verification shall be required for income and deductions which do not appear on tax returns or paystubs." (See page 1.)

GROSS MONTHLY INCOME

Gross monthly income is defined under INCOME STANDARD #3: Income sources included in gross monthly income. (See page 1.)

Income exclusions are defined under INCOME STANDARD #4: Income sources excluded from gross monthly income. (See page 2.) Excluded income must be disclosed and listed in Part VI of the worksheets.

Monthly Average of Income:

- If income varies during the year, divide the annual total of the income by 12.
- If paid weekly, multiply the weekly income by 52 and divide by 12.
- If paid every other week, multiply the two-week income by 26 and divide by 12.
- If paid twice a month (bi-monthly), multiply the bi-monthly income by 24 and divide by 12.

Approximate Median Net Monthly Income

<u>MALE</u>	<u>age</u>	<u>FEMALE</u>
\$1,363	15-24	\$1,222
\$2,154	25-34	\$1,807
\$2,610	35-44	\$1,957
\$2,846	45-54	\$2,051
\$2,880	55-64	\$1,904
\$2,828	65 +	\$1,940

U.S. Bureau of the Census, Money Income in the United States: 1998, Current Population Reports, Median Income of People by Selected Characteristics: 1998, Full-Time, Year-Round Workers, Table 7.

[Net income has been determined by subtracting FICA (7.65 percent) and the tax liability for a single person (one withholding allowance).]

LINE 1a, Wages and Salaries: Enter the average monthly total of all salaries, wages, contract-related benefits, income from second jobs and bonuses.

LINE 1b, Interest and Dividend Income: Enter the average monthly total of dividends and interest income.

LINE 1c, Business Income: Enter the average monthly income from self-employment.

LINE 1d, Maintenance Received: Enter the monthly amount of maintenance actually received.

LINE 1e, Other Income: Enter the average monthly total of other income. (Other income includes, but is not limited to: trust income, severance pay, annuities, capital gains, pension retirement benefits, workers compensation, unemployment benefits, social security benefits and disability insurance benefits.)

LINE 1f, Total Gross Monthly Income: Add the monthly income amounts for each parent (lines 1a through 1e) and enter the totals on line 1f.

If a parent is unemployed, underemployed or the income of a parent is unknown, refer to "INCOME STANDARD #6: Imputation of income." (See page 2.)

In the absence of information to the contrary, a parent's imputed income shall be based on the following table.

MONTHLY DEDUCTIONS FROM GROSS INCOME

Allowable monthly deductions from gross income are defined under INCOME STANDARD #5: Determination of net income. (See page 2.)

Monthly Average of Deductions: If a deduction is annual or varies during the year, divide the annual total of the deduction by 12 to determine a monthly amount.

LINE 2a, Income Taxes: Enter the monthly amount actually owed for state and federal income taxes. (The amount of income tax withheld on a paycheck may not be the actual amount of income tax owed due to tax refund, etc. It is appropriate to consider tax returns from prior years as indicating the actual amount of income tax owed if income has not changed.)

LINE 2b, FICA/Self Employment Taxes: Enter the total monthly amount of FICA, Social Security, Medicare and Self-employment taxes owed.

LINE 2c, State Industrial Insurance Deductions: Enter the monthly amount of state industrial insurance deductions.

LINE 2d, Mandatory Union/Professional Dues: Enter the monthly cost of mandatory union or professional dues.

LINE 2e, Pension Plan Payments: Enter the monthly cost of pension plan payments. (For information regarding limitations on the allowable deduction of voluntary pension plan payments, refer to INCOME STANDARD #5: Determination of net income. See page 2.)

LINE 2f, Maintenance Paid: Enter the monthly amount of maintenance actually paid pursuant to a court order.

LINE 2g, Normal Business Expenses: If self-employed, enter the amount of normal business expenses. (Pursuant to INCOME STANDARD #5: Determination of net income, "justification shall be required for any business expense deduction about which there is a disagreement." See page 2.)

LINE 2h, Total Deductions From Gross Income: Add the monthly deductions for each parent (lines 2a through 2g) and enter the totals on line 2h.

If the combined income on line 4 is less than \$600, skip to line 7.

LINE 5, Basic Child Support Obligation: In the work area provided on line 5, enter the basic support obligation amounts determined for each child. Add these amounts together and enter the total in the box on line 5. (To determine a per child basic support obligation, see the following economic table instructions.)

ECONOMIC TABLE INSTRUCTIONS

To use the Economic Table to determine an individual support amount for each child:

- **Locate in the left-hand column the combined monthly net income amount closest to the amount entered on line 4 of Worksheet** (round up when the combined monthly net income falls halfway between the two amounts in the left-hand column);
- **locate on the top row the family size for the number of children for whom child support is being determined** (when determining family size for the required worksheets, do not include children from other relationships); and
- **circle the two numbers in the columns listed below the family size that are across from the net income amount. The amount in the "A" column is the basic support amount for a child up to age 11. The amount in the "B" column is the basic support amount for a child 12 years of age or older.**

LINE 6, Proportional Share of Income: Divide the monthly net income for each parent (line 3) by the combined monthly net income (line 4) and enter these amounts on line 6. (The entries on line 6 when added together should equal 1.00.)

LINE 7, Each Parent's Basic Child Support Obligation: Multiply the total basic child support obligation (amount in box on line 5) by the income share proportion for each parent (line 6) and enter these amounts on line 7. (The amounts entered on line 7 added together should equal the amount entered on line 5.)

If the combined monthly net income on line 4 is less than \$600, enter on line 7 each parent's support

LINE 3, Monthly Net Income: For each parent subtract total deductions (line 2h) from total gross monthly income (line 1f) and enter these amounts on line 3.

LINE 4, Combined Monthly Net Income: Add the parents' monthly net incomes (line 3) and enter the total on line 4.

obligation, which is the presumptive minimum amount of \$25 multiplied by the number of children. Then skip to line 15(a) and enter the same amount.

PART II: HEALTH CARE, DAY CARE, AND SPECIAL CHILD REARING EXPENSES

Pursuant to ALLOCATION STANDARD #4: “the court may exercise its discretion to determine the necessity for and the reasonableness of all amounts ordered in excess of the basic child support obligation.” (See page 2.)

Pursuant to ALLOCATION STANDARD #2: Health care expenses and #3: Day care and special child rearing expenses, extraordinary health care, day care and special child rearing expenses shall be shared by the parents in the same proportion as the basic support obligation. (See page 2.) NOTE: The court order should reflect that extraordinary health care, day care and special child rearing expenses not listed should be apportioned by the same percentage as the basic child support obligation.

Monthly Average of Expenses: If a health care, day care, or special child rearing expense is annual or varies during the year, divide the annual total of the expense by 12 to determine a monthly amount.

HEALTH CARE EXPENSES

LINE 8a, Monthly Health Insurance Premiums Paid For Child(ren): List the monthly amount paid by each parent for health care insurance for the child(ren) of the relationship. (When determining an insurance premium amount, do not include the portion of the premium paid by an employer or other third party and/or the portion of the premium that covers the parent or other household members.)

LINE 8b, Uninsured Monthly Health Care Expenses Paid For Child(ren): List the monthly amount paid by each parent for the child(ren)’s health care expenses not reimbursed by insurance.

LINE 8c, Total Monthly Health Care Expenses: For each parent add the health insurance premium payments (line 8a) to the uninsured health care payments (line 8b) and enter these amounts on line 8c.

LINE 8d, Combined Monthly Health Care Expenses: Add the parents’ total health care payments (line 8c) and enter this amount on line 8d.

LINE 8e, Maximum Ordinary Monthly Health Care:

DAY CARE AND SPECIAL CHILD REARING EXPENSES

LINE 9a, Day Care Expenses: Enter average monthly day care costs.

LINE 9b, Education Expenses: Enter the average monthly costs of tuition and other related educational expenses.

LINE 9c, Long Distance Transportation Expenses: Enter the average monthly costs of long distance travel incurred pursuant to the residential or visitation schedule.

LINE 9d, Other Special Expenses: Identify any other special expenses and enter the average monthly cost of each.

LINE 9e, Total Day Care and Special Expenses: Add the monthly expenses for each parent (lines 9a through 9d) and enter these totals on line 9e.

LINE 10, Combined Monthly Total of Day Care and Special Expenses: Add the parents’ total expenses (line 9e) and enter this total on line 10.

LINE 11, Total Extraordinary Health Care, Day Care and Special Expenses: Add the extraordinary health care payments (line 8f) to the combined monthly total of day care and special expenses (line 10) and enter this amount on line 11.

LINE 12, Each Parent’s Obligation For Extraordinary Health Care, Day Care And Special Expenses: Multiply the total extraordinary health care, day care, and special expense amount (line 11) by the income proportion for each parent (line 6) and enter these amounts on line 12.

PART III: GROSS CHILD SUPPORT OBLIGATION

LINE 13, Gross Child Support Obligation: For each parent add the basic child support obligation (line 7) to the obligation for extraordinary health care, day care and special expenses (line 12). Enter these amounts on line 13.

PART IV: CHILD SUPPORT CREDITS

Child support credits are provided in cases where parents make direct payments to third parties for the

Multiply the basic support obligation (line 5) times .05.

LINE 8f, Extraordinary Monthly Health Care Expenses: Subtract the maximum monthly health care deduction (line 8e) from the combined monthly health care payments (line 8d) and enter this amount on line 8f. (If the resulting answer is "0" or a negative number, enter a "0".)

cost of goods and services which are included in the standard calculation support obligation (e.g., payments to an insurance company or a day care provider).

LINE 14a, Monthly Health Care Expenses Credit: Enter the total monthly health care expenses amounts from line 8c for each parent.

LINE 14b, Day Care And Special Expenses Credit: Enter the total day care and special expenses amounts from line 9e for each parent.

LINE 14c, Other Ordinary Expense Credit: If approval of another ordinary expense credit is being requested, in the space provided, specify the expense and enter the average monthly cost in the column of the parent to receive the credit. (It is generally assumed that ordinary expenses are paid in accordance with the child's residence. If payment of a specific ordinary expense does not follow this assumption, the parent paying for this expense may request approval of an ordinary expense credit. This credit is discretionary with the court.)

LINE 14d, Total Support Credits: For each parent, add the entries on lines 14 a through c and enter the totals on line 14d.

PART V: STANDARD CALCULATION/ PRESUMPTIVE TRANSFER PAYMENT

LINE 15a, if combined monthly income on line 4 is below \$600, for each parent enter the amount from line 7 on line 15a. If the court does not deviate from the standard calculation, the transfer payment should equal the amount in the paying person's column. Skip to Part VI.

LINE 15b, if combined income on line 4 is \$600 or more, for each parent subtract the total support credits (line 14d) from the gross child support obligation (line 13) and enter the resulting amounts on line 15b.

LINE 15c, Multiply line 3 by .45. If that amount is less than 15(b) enter that amount on line 15(c). If the amount is equal to or greater than line 15(b) leave line 15(c) blank. You do not qualify for the 45% net income limitation standard.

LINE 15d, Subtract the standard need amount (page 3, Basic subsistence limitation) from the amount on Line 3 for each parent. If that amount is less than Line 15(b) enter that amount or \$25 per child, whichever is greater, on line 15(d). If that amount is equal to or greater than line 15(b)

PART VI: ADDITIONAL FACTORS FOR CONSIDERATION

Pursuant to INCOME STANDARD #1: Consideration of all income, "all income and resources of each parent's household shall be disclosed and considered by the court when the court determines the child support obligation of each parent." (See page 1.)

LINE 16 a-h, Household Assets: Enter the estimated present value of assets of the household.

LINE 17, Household Debt: Describe and enter the amount of liens against assets owned by the household and/or any extraordinary debt.

OTHER HOUSEHOLD INCOME

LINE 18a, Income of Current Spouse or Domestic Partner: If a parent is currently married to or in a domestic partnership with someone other than the parent of the child(ren) for whom support is being determined, list the name and enter the income of the present spouse or domestic partner.

LINE 18b, Income of Other Adults In The Household: List the names and enter the incomes of other adults residing in the household.

LINE 18c, Income of Children: If the amount is considered to be extraordinary, list the name and enter the income of children residing in the home.

LINE 18d, Income from Child Support: List the name of the child(ren) for whom support is received and enter the amount of the support income.

LINE 18e, Income from Assistance Programs: List the program and enter the amount of any income received from assistance programs. (Assistance programs include, but are not limited to: temporary assistance for needy families, SSI, general assistance, food stamps and aid and attendance allowances.)

LINE 18f, Other Income: Describe and enter the amount of any other income of the household. (Include income from gifts and prizes on this line.)

leave line 15(d) blank. You do not qualify for a need standard limitation.

LINE 15e, Enter the lowest amount from lines 15(b), 15(c) and 15(d) on line 15(e). If the court does not deviate from the standard calculation, the transfer payment should equal the amount in the paying person's column.

LINE 19, Nonrecurring Income: Describe and enter the amount of any income included in the calculation of gross income (LINE 1f) which is nonrecurring. (Pursuant to DEVIATION STANDARD #1b: Nonrecurring income, "depending on the circumstances, nonrecurring income may include overtime, contract-related benefits, bonuses or income from second jobs."
See page 3.)

LINE 20, Child Support Paid for Other Children: List the names and ages and enter the amount of child support paid for other children.

LINE 21, Other Children Living in Each Household: List the names and ages of children, other than those for whom support is being determined, who are living in each household.

LINE 22, Other Factors For Consideration: In the space provided list any other factors that should be considered in determining the child support obligation. (For information regarding other factors for consideration, refer to DEVIATION STANDARDS. See page 3.)

Nonparental Custody Cases: When the children do not reside with either parent, the household income and resources of the children's custodian(s) should be listed on line 22.

WASHINGTON STATE CHILD SUPPORT SCHEDULE ECONOMIC TABLE

MONTHLY BASIC SUPPORT OBLIGATION PER CHILD

(KEY: A = AGE 0-11 B = AGE 12-18)

Combined Monthly Net Income	One Child Family		Two Children Family		Three Children Family		Four Children Family		Five Children Family	
	A	B	A	B	A	B	A	B	A	B
For income less than \$600, the obligation is based upon the resources and living expenses of each household. Minimum support shall not be less than \$25 per child per month except when allowed by RCW 26.19.065(2).										
600	133	164	103	127	86	106	73	90	63	78
700	155	191	120	148	100	124	85	105	74	91
800	177	218	137	170	115	142	97	120	84	104
900	199	246	154	191	129	159	109	135	95	118
1000	220	272	171	211	143	177	121	149	105	130
1100	242	299	188	232	157	194	133	164	116	143
1200	264	326	205	253	171	211	144	179	126	156
1300	285	352	221	274	185	228	156	193	136	168
1400	307	379	238	294	199	246	168	208	147	181
1500	327	404	254	313	212	262	179	221	156	193
1600	347	428	269	333	225	278	190	235	166	205
1700	367	453	285	352	238	294	201	248	175	217
1800	387	478	300	371	251	310	212	262	185	228
1900	407	503	316	390	264	326	223	275	194	240
2000	427	527	331	409	277	342	234	289	204	252
2100	447	552	347	429	289	358	245	303	213	264
2200	467	577	362	448	302	374	256	316	223	276
2300	487	601	378	467	315	390	267	330	233	288
2400	506	626	393	486	328	406	278	343	242	299
2500	526	650	408	505	341	421	288	356	251	311
2600	534	661	416	513	346	428	293	362	256	316
2700	542	670	421	520	351	435	298	368	259	321
2800	549	679	427	527	356	440	301	372	262	324
2900	556	686	431	533	360	445	305	376	266	328
3000	561	693	436	538	364	449	308	380	268	331
3100	566	699	439	543	367	453	310	383	270	334
3200	569	704	442	546	369	457	312	386	272	336
3300	573	708	445	549	371	459	314	388	273	339
3400	574	710	446	551	372	460	315	389	274	340
3500	575	711	447	552	373	461	316	390	275	341
3600	577	712	448	553	374	462	317	391	276	342
3700	578	713	449	554	375	463	318	392	277	343
3800	581	719	452	558	377	466	319	394	278	344
3900	596	736	463	572	386	477	326	404	284	352
4000	609	753	473	584	395	488	334	413	291	360
4100	623	770	484	598	404	500	341	422	298	368
4200	638	788	495	611	413	511	350	431	305	377
4300	651	805	506	625	422	522	357	441	311	385
4400	664	821	516	637	431	532	364	449	317	392
4500	677	836	525	649	438	542	371	458	323	400
4600	689	851	535	661	446	552	377	467	329	407
4700	701	866	545	673	455	562	384	475	335	414
4800	713	882	554	685	463	572	391	483	341	422
4900	726	897	564	697	470	581	398	491	347	429
5000	738	912	574	708	479	592	404	500	353	437
5100	751	928	584	720	487	602	411	509	359	443
5200	763	943	593	732	494	611	418	517	365	451
5300	776	959	602	744	503	621	425	525	371	458
5400	788	974	612	756	511	632	432	533	377	466
5500	800	989	622	768	518	641	439	542	383	473
5600	812	1004	632	779	527	651	446	551	389	480
5700	825	1019	641	791	535	661	452	559	395	488
5800	837	1035	650	803	543	671	459	567	401	495
5900	850	1050	660	815	551	681	466	575	407	502
6000	862	1065	670	827	559	691	473	584	413	509
6100	875	1081	680	839	567	701	479	593	418	517
6200	887	1096	689	851	575	710	486	601	424	524
6300	899	1112	699	863	583	721	493	609	430	532
6400	911	1127	709	875	591	731	500	617	436	539
6500	924	1142	718	887	599	740	506	626	442	546
6600	936	1157	728	899	607	750	513	635	448	554
6700	949	1172	737	911	615	761	520	643	454	561
6800	961	1188	747	923	623	770	527	651	460	568
6900	974	1203	757	935	631	780	533	659	466	575
7000	986	1218	767	946	639	790	540	668	472	583

In general setting support under this paragraph does not constitute a deviation. The economic table is presumptive for combined monthly net incomes up to and including five thousand dollars. When combined monthly net income exceeds five thousand dollars, support shall not be set at an amount lower than the presumptive amount of support set for combined monthly net income of five thousand dollars unless the court finds a reason to deviate below that amount. The economic table is advisory but not presumptive for combined monthly net income that exceeds five thousand dollars. When combined monthly net income exceeds seven thousand dollars, the court may set support at an advisory amount of support set for combined monthly net incomes between five thousand and seven thousand dollars or the court may exceed the advisory amount of support set for combined monthly net incomes of seven thousand dollars upon written findings of fact.

Appendix D. Parenting Plan Information

Following is a copy of the Clark County Local Rule 0.6: the residential schedule suggested by Clark County Judges.

**LOCAL RULES OF THE SUPERIOR COURT
FOR CLARK COUNTY
September 1, 2008
LOCAL RULES OF THE SUPERIOR COURT
FOR CLARK COUNTY
September 1, 2008**

RULE 0.6. FAMILY COURT

(i) Suggested Visitation Schedule. In order to facilitate reasonable resolution of visitation disputes, the parties should consider the following guide which the court would be inclined to accept as reasonable in most cases:

The children should reside with the primary residential parent, except the children should reside with the non-residential parent pursuant to the following schedule:

(1) Weekends. Alternating weekends from 6:00 p.m. Friday until 6:00 p.m. Sunday.

(2) Summers. Six weeks during the summer, commencing one week after school is out in even-numbered years and commencing seven weeks before the start of school in odd-numbered years (during which time the residential parent should have residential time with the child on an alternating weekend basis as set forth above).

(3) Winter holidays. In odd-numbered years (whether or not the children are in school, as calculated by the local school year calendar), winter holiday time beginning at 6:00 p.m. on the day school recesses and continuing until December 24th at 8:00 p.m.; in even-numbered years, December 24th from 8:00 p.m. and continuing until 6:00 p.m. the day before school commences.

(4) Spring holiday. Alternating spring vacations (whether or not the children are in school, as calculated by the local school year calendar). The non-residential parent should have the children in even-numbered years, not to interrupt the weekend schedule set forth above.

(5) Other holidays. The children should spend Independence Day and Thanksgiving with the residential parent in even-numbered years. The children should spend Independence Day and Thanksgiving with the non-residential parent in odd-numbered years.

Thanksgiving should be defined as commencing at 6:00 p.m. the Wednesday before Thanksgiving Day, and continuing until 6:00 p.m. the Sunday immediately following the holiday. Monday holidays shall be spent with the parent having residential time over the preceding weekend. [Amended effective May 12, 1993]